

CITY OF EDGEWOOD, FL



Residential & Commercial Solid Waste Collection Services (Garbage, Yard Trash, Recycling) Request for Proposal #BID 2020-01

The City of Edgewood, Florida ("City") is seeking proposals for Residential & Commercial Solid Waste Collection and Disposal Services. Interested parties should review all materials, including the Scope of Services provided herein and the attached Contract.

Date of Issue:

June 5, 2020

Mandatory Pre-Proposal Conference:

June 19, 2020 – 10:00 a.m.

City Hall – Council Chambers
405 Bagshaw Way
Edgewood, FL 32809

Proposal Due:

July 8, 2020

by 11:00 a.m. City Hall, City Clerk
405 Bagshaw Way
City of Edgewood, FL 32809

Proposal/ Opening:

July 8, 2020

11:30 a.m. City Hall, City Clerk
405 Bagshaw Way
City of Edgewood, FL 32809

All responses must be date and time stamped in at the City Clerk Office by 10:00 a.m. on July 8, 2020 to be considered responsive. Proposals received at the City Clerk's Office after the aforementioned date/time shall be returned unopened.

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General Terms and Conditions

Obtaining Bid Documents.

Bidders may obtain one set of bid document forms from:

City Hall
City Clerk's Office
405 Bagshaw Way
City of Edgewood, FL 32809
bmeeks@edgewood-fl.gov

Pre-Proposal Conference.

A **Mandatory** Pre-Proposal Conference will be held in City Hall, 405 Bagshaw Way, Edgewood, FL 32809 at 10:00 a.m. on June 19, 2020. The purpose of this Pre-Proposal Conference is to review the requirements and specifications for the above requested bid proposals. All interested parties must attend this meeting. Bids will not be accepted from companies that do not have a representative at this proposal conference.

Responses Due.

Sealed proposals will be received by the City Clerk in City Hall, 405 Bagshaw Way, Edgewood, FL 32809, until **11:00 a.m. on July 8, 2020**. It is the bidder's responsibility to assure that their sealed proposal clearly marked #BID 2020-01 Solid Waste Collection Services is delivered to the City Clerk on or before 11:00 a.m. on July 8, 2020. Any untimely proposal will not be accepted or considered regardless of the reason.

Opening Proposals at 11:30 a.m. on July 8, 2020.

All proposals will be publicly opened and acknowledged in Council Chambers at 11:30 a.m. on July 8, 2020. Pursuant to § 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to invitations to bid are exempt from the requirements of the Public Records Act, § 119.07(1) and Article I, Section 24(a), of the Florida Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Preparation of Proposals.

Proposals shall be made on unaltered bid forms furnished by the City, unless otherwise requested within the specifications. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – ORIGINAL, and three (3) hard copies clearly marked on the bid and envelope as COPY, and one (1) USB copy.

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Proposals shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

Proposal Submittal.

Submit your response directly to the City Clerk, in City Hall, in an opaque, sealed envelope. Identify the envelope and clearly marked with the following information.

Proposal Name

Proposal Number #BID 2020-01 Solid Waste Collection Services

Name of company/individual submitting proposal

List all addendums received by Proposal Company

Basis of Bids/Proposals.

The words "Bid" and "Proposal" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. The terms "Bidder" and "Proposer" are synonymous as used herein. The term "Contractor" refers to the successful bidder/proposer. Bidder will include all cost items; failure to comply may be a cause for rejection. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the bidder to advise the City of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least ten (10) working days prior to opening date and time of the proposal.

Bid Surety.

Each proposal must be accompanied by the bidder's money order, cashier's check, certified check or bid security bond made payable to the City of Edgewood in the amount of 10% of the estimated annual contract amount. This amount will serve as bid surety (Bid Security) and will be forfeited to the City as liquidated damages in the event an award is made and the necessary contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until the awarded contractor has submitted the proper paperwork. At such time as a contract satisfactory to the City has been completed with a successful bidder, bid surety will be returned to the unsuccessful bidders.

Bonds: Performance Bond.

The successful bidder shall furnish and pay for bonds covering faithful performance of the contract and payment of all obligations arising hereunder by delivering to the City a Performance Bond, naming City as

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the beneficiary or obligee. The Performance Bond shall be furnished in the amount of \$500,000 (Five hundred thousand dollars). The Performance Bond shall be in such a form as the City may prescribe and with a surety company acceptable to the City. The Performance Bond shall be provided by the successful bidder prior to the commencement of work under the terms and condition of the Contract. The bond must remain in effect for the entire contract period.

All bonds (Bid Security and /or Performance) are to be issued from a company licensed to sell or issue bonds in the State of Florida and with a rating of no less than "A" in the Best Key Rating Guide. The City has the right, but not the obligation, to verify that these requirements are met. Failure or neglect to deliver said bonds as specified shall be considered as abandonment and/or anticipatory breach of the Contract. The option to submit a Letter of Credit in lieu of said bonds will be at the City's discretion. The Performance Bond must be effective from the beginning of the project until the City has acknowledged satisfactory performance. Please be advised that the surety or sureties must agree to adjust the bonds to the contract price as it may be modified by approved change orders, and surety will be deemed to legally and conclusively waive notice of such change.

Bid Prices.

The bidder warrants by virtue of bidding that the prices, terms and conditions quoted in this bid will be firm for a period of ninety (90) days from the date of the bid opening unless otherwise specified by the bidder, and shall not be amended after the date of time of the bid opening. Any attempt by the successful bidder to amend said bid prices except as otherwise provided herein shall constitute an actionable default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein as of date of contract commencement. The bidder, having familiarized itself with the local conditions, and terms and conditions listed herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the Contract, and if awarded the Contract, to complete the required work or deliver the required product(s) as specified within the bid/proposal package set forth by the City of Edgewood.

Contract Terms.

Unless otherwise agreed in a written document approved and signed by the City, the initial term of this Contract shall commence on January 1, 2021 and shall conclude on September 30, 2026).

Upon agreement by both parties, the Contract may be renewed for three (3) additional five (5) year periods. In such event, a renewal contract must be executed at least one hundred twenty (120) days prior to the

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end of the contract term that is current at that time. Additional renewal periods may thereafter be approved by the parties with durations subject to mutual agreement of the Parties.

Changes in the scope of services or prices, whether proposed by the Contractor or the City, intended to apply to the renewal and/or extension period shall be presented by City staff to the City Council for approval or rejection prior to the expiration of the Contract.

Field/Route Audit.

The City will require the selected Contractor to perform a field/route audit of all accounts (residential and commercial) within thirty (30) days prior to starting work on this contract. This audit will be required to verify the current services being provided to each account, and to provide updated information to the City to utilize for all account billing (residential). Conducting this field/route audit will be performed solely at the contractor's expense. All information collected during this audit will be submitted to the City at the completion of the audit. Upon acceptance by the City, this data will be used to calculate the payments due to the Contractor for residential collection services and the flow through of charges (billing register) to each individual resident user by the City.

Invoicing & Payment.

Billing shall be monthly and the Owner shall make payment within thirty days after receipt of invoice.

Annual Franchise Fee (Commercial Services)

The commercial "franchise fee" shall be the amount of money for which the Contractor shall be obligated to the City for the privilege of providing exclusive solid waste collection services to customers within the City, and to refund the City for billing and or contract monitoring services. The fee is 15% of commercial account revenues of the Contractor's gross revenue from the Contract entered into by Contractor and City per these specifications. The fee is to be paid on a quarterly basis by the Contractor to the City no later than the last day of the month following quarter end.

Taxes.

The City of Edgewood is exempt from Federal taxes, as well as State sales tax (Tax exemption number 59-1282305).

Mistakes.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. Failure to do so will be at the Bidder's risk and the City may reject bids for any mistakes by the Bidder that the City deems substantial, in its sole discretion. Furthermore, the City is not obligated to give the successful Bidder extra payment for conditions which can be determined by examining the documents submitted by Bidder in response to this Request for Proposal.

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Contract Award.

The City reserves the right to cancel the bid; reject any or all bids; waive any minor informalities or technicalities in the bids received as may be deemed in the best interest of the City in the City's sole discretion; and to award the contract to the responsible bidder who submits a bid meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, evaluation criteria, quality, offered terms, and service and reputation of the bidder in determining the most advantageous bid.

Modifications and Withdrawals.

Bids and/or proposals cannot be modified after being submitted to the City. The Bidder may withdraw bids and/or proposals at any time before the public opening of the sealed bids and/or proposals. However, no bid may be withdrawn or modified after the bid/proposal public opening for any reason, unless specifically permitted by Florida Law.

Disqualifications.

The City of Edgewood reserves the right to disqualify bids and/or proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non Collusion Affidavit Form). Bidder shall warrant that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services of product(s) and/or supplies specified herein.

Public Entity Crimes.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to any public entity, may not submit a bid on a contract with any public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for Category Two (\$35,000.00), for a period of 36 months from the date of being placed on the convicted bidder list.

In submitting a bid to the City of Edgewood, the Bidder offers and agrees that if the bid/proposal is acceptable, the bidder will convey, sell, assign or transfer to the City of Edgewood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Edgewood. At the City of Edgewood's discretion, such assignment shall be made and become effective at the time the City tenders final payment to bidder.

Certificate of Insurance.

The successful bidder and any subcontractor of the bidder shall require their insurance carrier, with respect

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to all insurance policies, to waive all right of subrogation against the City. The successful bidder shall submit certificates or other documentation to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance (as required by the Florida Statutes), Public Liability, Property Damage Insurance in the amount of \$1,000,000.00, Auto insurance Bodily Injury in the amount of \$300,000 and Property Damage Single limit each occurrence and other requirements, as summarized on and in the amounts specified on the attached Summation of Insurance Requirements.

Termination/Cancellation of Contract.

Termination or cancellation of the contract by the City will not relieve the bidder of any obligation for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the Contract will not relieve the bidder from any obligations or liabilities resulting from any acts or omissions by the bidder, its employees, agents, independent contractors or individuals acting under the bidder's direction and control prior to the termination of the contract.

Termination for Default/Breach of Contract.

The City shall monitor the Solid Waste Collection, disposal salvage operations and Contractor shall be deemed to be in default of the Contract, if any of the following events occur:

The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking re-adjustment of its indebtedness under the federal United States, or any state thereof, or consent to the appointment or a receiver trustee, or liquidator of all or substantially all of its property; or,

By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgement is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government bond, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all (or substantially all) of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or,

The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,

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If any lien is filed against the City or third parties because of any omission of the Contractor and is not removed or the City adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

The Contractor has abandoned, failed or refused to perform or observe each and every promise in this Contract, or has failed or refused to comply with the instructions of the City relative thereto;

then such shall be considered a material breach of the Contract and the City shall notify the Contractor in writing of the breach. A copy of such written notice shall also be mailed to the surety on the performance bond. If within a period of seven (7) days from the date of the notice the Contractor has not eliminated the conditions considered to be a breach of contract, a public hearing shall be set for a date within thirty (30) days of such notice. The City shall concurrently notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract, to the satisfaction of the City, the City shall declare a default on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize such other action deemed appropriate.

If the Contractor or its surety fails to cure such default within two (2) days after the final decision, then the City may thereupon declare the contract cancelled. Upon such a declaration of default, all payments due the Contractor shall be retained by the City and applied to the completion of this Contract and to damages suffered and expenses incurred by the City by reason of such default, unless the surety on the performance bond shall assume this Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to this that would have been paid to the Contractor had said Contractor continued to perform the Contract. If such surety fails to exercise such option, the City may complete this Contract or any part thereof, either by day labor or by releasing the Contractor, and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the costs incident thereto.

In the event the City completes a Contract at a lesser cost than would have been payable to the Contractor under the Contract if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such cost to the City be greater, the Contractor shall be liable for and pay the amount for such excess to the City. Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control for the purpose of this section. A strike shall be considered within the control of the Contractor. During such period, the liability of the City to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically except from such liability provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the City shall be free

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to negotiate with other contractors for the operation of said Collection services and to terminate the this Contract. Such operation with another contractor shall not release the Contractor herein of its liability to the City for such breach of the Contract.

Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Council who shall reduce the decision in writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Council shall make such explanation as may be necessary to complete, explain or make definite the provision of the Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the City Clerk.

In the event of a default as described herein, the Contractor shall be liable to City for all damages including, but not limited to, reasonable attorneys' fees and court costs. Repeated failure to perform as required by the Contract or repetitive default of similar nature shall be grounds for the City to terminate the Contract. City may, notwithstanding any other provisions of the Contract, elect to proceed with any legal remedy available to it under the provision of applicable laws in the event of a breach of contract.

Prohibitions.

The bidder, its officers, directors, employees, servants, agents, and/or any individuals acting under its supervision, direction, and/or control, or for which the bidder is legally responsible, are prohibited from unlawful drug or alcohol possession and use, including medical marijuana as that term is defined in Florida Statutes, and the use, consumption, manufacture, or dispensation of any controlled substances under state or federal law while performing work, preparing to perform work, and traveling to or from work of any kind under the Contract. The Contractor shall be solely and fully responsible for any claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs, caused in whole or in part by any violation of this provision. See attached Drug Free Workplace Form.

Indemnification.

The successful bidder hereby agrees to indemnify and hold harmless the City of Edgewood, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims for infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of the Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of the successful bidder, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which the successful bidder is legally responsible, in connection with,

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arising out of, and/or incident to the Contract or the performance of the work. The successful bidder shall also indemnify and hold harmless the City of Edgewood from and against any and all claims against the City, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, , by any employee, agent, or servant of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Accidents & Claims.

The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work.

Laws & Regulations.

The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, County, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work, and shall indemnify and save harmless the City of Edgewood against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees by the successful bidder, its officers, directors, employees, servants, agents, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which the successful bidder is legally responsible.

Venue.

In any action arising under or incident to the Contract and/or performance of the work thereunder, the exclusive venue for any such action shall be the state or federal courts in and for Orange County, Florida.

Public Records.

All writings, questions, and/or responses, including any literature or handouts at presentations concerning this RFP constitute Public Records under Chapter 119, Florida Statutes. The tender of a submission authorizes release of all of the company's information as submitted.

The successful bidder and any subcontractor of the bidder shall maintain public records required by the CITY to perform the service.

Upon request from the City's custodian of public records, the successful bidder shall provide the City with

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a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The successful bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if successful bidder does not transfer the records to the City.

Upon completion of this contract, the successful bidder shall transfer, at no cost, to City all public records in possession of successful bidder or keep and maintain public records required by CITY to perform the service. If the successful bidder transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful bidder keeps and maintains public records upon completion of the contract, the successful bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City Clerk's Office
City of Edgewood
405 Bagshaw Way
Edgewood, FL 32809
bmeeks@edgewood-fl.gov
(407) 851-2920**

Proprietary Information.

As Requests for Proposals and Invitations for Bids, and responses thereto are subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and Article I, § 24(a), of the Florida Constitution, all bidders shall identify with particularity any information contained in their responses which they consider trade secrets, confidential, and/or proprietary, and which they believe to be exempt from disclosure, specifically citing all the applicable exemptions under Florida or Federal law.

Communications.

Except for at the Pre-Proposal Conference, which will be an open meeting, to ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City of Edgewood prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, or representative of the City of Edgewood, from the issuance of the specification until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending firm from consideration for award of the bid or any future bid. In addition to Pre-Proposal Conference, the only

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other exception to the foregoing rule is that any questions relative to interpretation of specifications or the bid process shall be addressed to the City Clerk, in writing, via email (bmeeks@edgewood-fl.gov). No questions will be answered ten (10) or fewer business days from the date and time of the public opening.

Addenda and Acknowledgement Requirements.

When questions arise that may affect the bid/proposal, the answers will be distributed in the form of an Addendum, which will be distributed via email (based on the sign-in list for the mandatory pre-proposal conference) and posted on the City's Web Site. It is the sole responsibility of the bidder to check their e-mail and the City's Web Site. All such Addendums must be acknowledged on the outside of the submission envelope or it will not be opened. In order to be considered responsive, Addendums shall be acknowledged on the bidder's Signature Sheet. Failure to acknowledge all such Addendums may result in the disqualification of the bid.

Subcontractors.

The successful bidder shall not employ subcontractors without the advance written permission of the City Council.

Subsequent Modification.

Except for as otherwise expressly provided herein and/or in the Contract, no modification, amendment, alteration, consent or waiver, of any kind, of any provision, term, obligation, and/or right of the Contract shall be binding or enforceable unless reduced to writing and approved by the City Council and signed by the Mayor.

Compliance.

All entities doing business within the City of Edgewood shall make public bids in the English language and all money quotations shall be stated in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. The City of Edgewood shall consider the employment by the Contractor of any unauthorized aliens as a violation of section 274A (e) of the Immigration and Nationalization Act, as amended, and any such violation shall constitute cause for immediate, unilateral termination of the Contract without the ninety (90) day notification period.

Choice of Law.

In the event of any legal action or dispute arising out or incident to this RFP, the bid selection process and/or the Contract, the laws of the State of Florida and where appropriate, the United States of America shall exclusively govern all such proceedings.

Equal Opportunity Employment.

The City is an Equal Opportunity Employer. The Contractor shall not discriminate against any employee, servant, subcontractor, agent or applicant for employment for work arising under this Contract on the basis of race, color, religion, sex, age, disability, or national origin and the Contractor will take steps to

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ensure that applicants are employed, and all employees, servants, subcontractors, and agents are treated during such engagement without regard for race, color, religion, sex, age, disability, or national origin. Each employee, servant, subcontractor, and agent of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing a sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965(or most Recent) (18 USC § 4082) (c) (2).

Fair Labor Standards Act.

The Contractor shall, at all times, with respect to its employees and/or anyone whom it has suffered or permitted to work, comply with all requirements of the United States Fair Labor Standards, as amended by the United States Congress, including, but not limited to the federal minimum wage and overtime requirements thereof. Furthermore, the Contractor shall, at all times, with respect to its employees, comply with all minimum wage and overtime requirements of Florida Law.

Disclaimer of Liability.

The City will not defend, hold harmless or indemnify any bidder or respondent, in any respect, for any claim, damages, loss, liability, cost or expense of any kind or nature, including attorneys' fees and costs directly or indirectly associated with the services contemplated by, arising under or incident to the subject matter of this RFP.

Sovereign Immunity Reserved.

The City reserves and does not waive any defenses provided to it by the laws of the State of Florida or any other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

Financial Ability of Bidder.

At the City's request, each bidder may be required to submit a copy of its most recent audited financial statements prepared by a Florida licensed Certified Public Accountant. The City may also consider information received from any source concerning the financial ability of the bidder to provide the required services to the City.

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BID SUBMISSION REQUIREMENTS

Proposal Format:

Bidders must respond in the format delineated below:

All bids and/or proposals, responses, and copies thereof, shall be submitted on 8.5 by 11-inch paper.

As set forth below, each subject matter described requires an individual index tab in the response package indicating that the requested information is provided behind its specific tab. Any other information pertinent to the headings as described herein may be added to the end of each section. Index all items within the section on the tab sheet or on the very next sheet. If further materials are necessary to complete the response and are not provided for under any of the heading listed below, please add an additional tab.

- | | |
|-------|---|
| TAB 1 | FORM A – Organization Information, Questionnaire |
| TAB 2 | FORM B – Fee Proposal
Place the bid tabulation sheet for Residential Garbage, Yard Waste, and Recycling and Commercial Solid Waste Collection Services, as well as the Alternative Bid for Residential Billing Services in this section. SEE FORMS |
| TAB 3 | FORM C - References |
| TAB 4 | FORM D - Addendum Acknowledgement
FORM E - Non- Collusion Affidavit of Prime Respondent
FORM F – Exceptions FORM G –
Signature Sheet FORM H – Drug
Free Workplace |

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Evaluation Criteria

The following criteria will be used to determine the most responsible, responsive bidder. Incomplete proposals will not be accepted. A Contract, if awarded, will be awarded to the Bidder that City Council determines can best meet the City’s needs. ***Lowest price will not necessarily guarantee award.***

Evaluation Criteria & Weighting

Weighting	Criteria
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder’s response
20%	2. Year-to –Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.
35%	3. Relevant Experience: City staff’s evaluation of the Bidder’s previous work experience and quality of service with contracts involving comparable services and responsibilities.
10%	4. Recycling Capability: Staff’s evaluation of the Bidder’s proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer’s approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.
5%	5. Thoroughness of Proposer’s RFP Response: Staff’s evaluation of the completeness, accuracy, and overall presentation of the Bidder’s written proposal.

Scoring Methodology.

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

Excellent	7 points
Good	5 points
Acceptable	3 points
Unacceptable	0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below:

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(For Illustrative Purposes Only)

<u>Criteria</u>	<u>Rater 1</u>	<u>Rater 2</u>	<u>Total</u>	<u>Weight</u>	<u>Weighted Score</u>
1	5	7	12	.30	3.6
2	7	5	12	.20	2.4
3	5	3	8	.35	2.8
4	5	7	12	.10	1.2
5	7	3	10	.05	<u>0.5</u>
Total Score					10.5

Every proposal as submitted by each Bidder and the final scores as determined by the Proposal Review Committee will then be submitted to City Council for review. City Council will review every proposal and may invite Bidders to make presentations before making a decision.

BIDDER’S QUESTIONNAIRE FORM

The Questionnaire asks for information concerning the bidder’s organization, experience in services similar to those described in the RFP Specifications, and information relating to the equipment, personnel and operating plan the Bidder proposes to use to provide the relevant services. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, “controlling interest” shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder and any substitutions or deviations are subject to approval by the City of Edgewood.

Manner of Preparing and Filling in Forms.

Unless indicated otherwise, the Bidder shall include information for only the specific single business organization or entity which is submitting a Proposal for the Work described in the Contract and which would be the signatory on the Contract for services.

Prior to responding, Bidders are required to familiarize themselves with the current residential and commercial routes, City Parks, and City Facilities.

All answers and entries shall be specific and complete in detail. The City of Edgewood reserves the right to make independent inquiries concerning the information provided herein, to conduct any additional investigation necessary to determine the Bidder’s qualifications, and to require the Bidder to supply additional information.

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Use of Attachments.

Schedules, resumes, diagrams, and other forms of information may be used as attachments to the prescribed forms, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of the forms and any attachments is to supply information about the Bidder to the City of Edgewood, so that the City may determine the Bidder's qualifications to perform the work.

Overview.

This Request for Proposal seeks to secure firm pricing of solid waste, yard waste, and recyclable material collection services, for all City of Edgewood residential and commercial customers and the City of Edgewood's facilities and sponsored events, as well as an Alternative Bid Proposal for Residential Collection billing services.

Intent.

RESIDENTIAL:

It is the intent and purpose of this Contract to assure the efficient, safe, and cost-competitive operation of an exclusive Solid Waste Collection service for all residents within the City of Edgewood, all City Facilities, and all City sponsored events.

COMMERCIAL:

It is also the intent and purpose of this Contract to assure the efficient, safe, and cost-competitive operation of exclusive Solid Waste Collection services for all commercial entities within the City of Edgewood.

ALTERNATIVE BID PROPOSAL:

It is also the intent and purpose of this solicitation to receive alternative bids for residential collection billing services, which are currently provided by the City.

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Technical Specifications

Section 1 –Definitions

Definitions - As used in this document, words defined within the sample Contract shall be defined consistently herein.

Section 2 – Scope of Contractor’s Work

A. Residential Service Requirements

1. Normal Residential Garbage Service (Single Family and multi-family building with four (4) or fewer dwelling units) utilizing hand containers only) provided (2) times per week, with collections at least three (3) days apart on fixed days of each week. (Monday and Thursday preferred). Garbage will be placed in containers or bags and shall not exceed more than 50 gallon capacity, or weigh more than 50 pounds.

In addition proposers should also provide a cost option based on a collection schedule for Normal Residential Garbage Service collected once per week.

2. Yard Trash generated by residential units shall be collected at least one (1) time per week on a fixed day of each week (Monday preferred). The limit of material size for yard debris is that no piece should exceed four feet in length or six inches in diameter, and the total accumulation should not exceed two (2) cubic yards in size. Collections involving yard waste volumes over two (2) cubic yards or logs or limbs over six (6) inches in diameter or over four (4) feet in length may be assessed a special handling charge (Bulk Yard Trash). Loose debris such as grass and leaves shall be placed in a garbage can, cardboard box, or other receptacle approved by landfill. Notification and accrual of charges shall be handled through a Special Handling Charge Ticket which contains the customer’s name; address and account number and requires an approval signature of the customer. Variances to this special handling charge shall only be authorized by the City Council.
3. Recyclable Material generated by residential units shall be collected at least once per week on a fixed day (Monday preferred). Recyclable materials will be collected from the residential unit in a Contractor supplied 19 gallon recycling bin.
4. Contractor shall provide off-street collection of residential solid waste from any residential dwelling unit housing handicapped-status residents. City shall notify Contractor in writing of any customers requiring off-street service. The point of collection for off-street service shall be the back or side yard or other location that is mutually agreeable

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between the Contractor and the customer. The service shall be provided on the same schedule as the residential solid waste collection service.

5. All recycling containers shall be supplied by the contractor.

6. Garbage and yard trash shall be placed for pick-up within five (5) feet of the street edge. On streets where no parkway or lawn areas area available for collection purposes, the occupants shall place yard waste adjacent to the driveways, within five (5) feet of the street. The contractor shall notify occupants with handicapped status, as identified for the contract by the City, that they shall be eligible for non-curbside pickup, at no additional cost to the occupant.

7. The Contractor shall make collections with a minimum of noise and disturbance to the residents. The Contractor is obligated to meet sound ordinance requirements. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an inverted position where they are found. Refuse may be transferred from the residents' containers into tubs, can, hampers, or other container used by the Contractor in carrying refuse to collection trucks. This work shall be done in a clean and neat manner. Any spillage of garbage or trash shall be picked up immediately by the Contractor.

8. Collection shall occur between the hours of 7:00am and 6:00pm Monday through Friday and shall not occur on authorized holidays.

B. Commercial Service Requirements

1. Commercial service is handled in two (2) fundamental ways, either through basic curbside service (if mechanical service is impractical) or by mechanical container service. These options are open to, but are not limited to, office buildings, filling stations, lodges, motels, hotels, retail stores, grocery stores, food services, light industry, schools, churches, clubs, hospitals, nursing homes, multi-family buildings and mobile home parks.

2. Commercial service options provided by the Contractor to all commercial residents shall be as follows:
 - a. Basic curbside service as described in A-1 of this section (normal residential Garbage Collection Service) with a limit of five (5) 50-gallon containers per pick-up.
 - b. Mechanical container service will be provided with two (2) yard, four (4) yard, six (6) yard, or eight (8) yard containers, or any combination of containers.

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Containers are to be emptied by mechanical means, at a weekly frequency from a minimum of once per week to a maximum of seven (7) times a week. The choice of service options and the frequency of collection shall be negotiated between the customer and the Contractor. The Contractor is responsible for notifying the City of the collection schedule for billing. The City reserves the right to revise the service option and/or frequency of collection for individual customers if needed to protect the public health or to eliminate public nuisances.

3. Commercial collection service customers shall separate yard trash from garbage. The manner and frequency of yard waste collection shall be negotiated between the customer and the Contractor; however, all yard trash shall be collected at least once a week.
4. Hazardous Waste and can be negotiated for removal with licensed contractor, consistent with City Code.
5. Separation and collection of Recyclable materials from commercial entities is not required by this contract. Commercial customers shall have the right to have a different service provider for recycled materials with written notice to the City Public Services Department. City would like proposals on ways to improve recycling on the part of its commercial customers.
6. It is the duty of the owners/operators of commercial establishments to accumulate refuse in locations mutually agreed upon by the owner/operator and the Contractor, and which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City shall designate the location consistent with the ordinances and requirements of the City of Edgewood.
7. The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection located close to residential areas shall occur between the hours between 7:00 a.m. – 6:00 p.m. This work shall be done in a clean and neat manner, and any refuse spilled by the collector shall be picked up immediately by the Contractor. The Contractor shall eliminate any offensive odors emanating from the containers. Compactors shall be replaced within 48 hours if odor becomes problematic and drawing complaints. A schedule of the maintenance shall be provided to the City within sixty days (60) of start of contract services, and additional cleanings may be required as needed at the discretion of the Mayor or designee. The Contractor shall be responsible for closing the container doors and the screened enclosure doors or gates. The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

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8. Mechanical Containers for commercial service shall be owned and maintained by the Contractor. The containers shall be of waterproof material with closing hinged covers. The containers shall be maintained or replaced so that they are always waterproof, with flush fitting covers. Containers shall be painted and cleaned annually. The Contractor and the City shall mutually agree on the replacement schedule. The Contractor's name and telephone number and the size of the container in cubic yards must be displayed on all containers.

C Other Collection Programs

1. The Contractor shall provide containers and collection service to all City owned facilities. Currently, the only City owned facility in need of collection services is the City Hall complex at 405 Bagshaw Way.
2. The Contractor will also be asked to provide corrugated boxes and liners for up to six (6) special events within the City. These are City sponsored events and City supported events.
3. The hauling of construction and demolition debris and/or clean debris removal is not covered under this contract. Residents can hire independent contractors for such services.

D. Recycling Services

1. Exhibit 1 is a list of the materials that shall be included in the recycling services at a minimum for all residences and for commercial customers if requested.
2. The City is committed to being a "Green Local Government" and is taking every reasonable step to become more environmentally conscientious. To this effort, the City wishes to increase recycling effort throughout the City.
3. The City prefers to maintain the existing pickup schedule.
4. Proposer is invited to provide ideas in the appropriate section(s) of the Bidders Questionnaire Form for increasing the recycling programs for residential service, in parks and at public facilities as well as at city-sponsored special events.

E. Exclusive Right

1. The City will grant to the Contractor the Exclusive Right and obligation to provide Solid Waste collection services with the City of Edgewood per the scope of the sample contract.

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- a. The contractor shall have an exclusive franchise for residential garbage, yard trash and recyclables.
- b. The contractor shall have an exclusive franchise for commercial garbage and yard trash. With respect to commercial recycling materials collection the franchise is non-exclusive. The City encourages the franchisee to work with commercial accounts to promote recycling.

F. Emergency Service Provisions

- 1. In the event of a hurricane, tornado, major storm, natural disaster, or other such event/Act of God, the City may grant the Contractor a variance from regular routes and schedules. As soon as practicable after such event, the Contractor shall advise the City Clerk when it is anticipated that normal routes and schedules can be resumed. Contractor is responsible for notifying all customers as to the change in scheduling and the resumption of normal schedules and for the cost of notification.
 - a. Contractor should note in their submission their plan for returning to contract obligations in an expeditious manner after an emergency event.
 - b. Please address the planned means of communication to the customers of Edgewood when emergency changes in schedule are necessary.
- 2. The clean-up from some emergency events may require the Contractor to provide additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from such an event. In case of a severe weather or disaster event where it is necessary for the Contractor and the City to obtain additional equipment and to hire extra crews to clean the City of debris, yard trash and solid waste resulting from the severe weather event, the Contractor shall work with the City in all possible ways for the efficient and rapid cleanup of the City. The Contractor will be compensated by the City for additional personnel, overtime costs of rental equipment, provided the bidder has first secured written authorization and approval from the City for the rates and total not-to-exceed cost. The Contractor agrees to work with the City if requested in providing services in accordance with the City's "Emergency Preparedness Plan"
 - a. Identify what additional resources would be available to the City.
 - b. Provide today's rate schedules for equipment and personnel.
(Attach available inventory and personnel sheets)

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A. General

Section 3 – Schedules and Routes

The Contractor shall abide by the routes and schedules attached to the Bid Form. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways inside the City or outside the City en route to the disposal facilities where it is in the best interest of the general public to do so due to condition of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contact shall be notified by the Contractor of the schedules provided with its proposal. The Contractor shall provide notification to the customers of any changes through, but not limited to, a newspaper of general circulation in Edgewood. Emergency or approved route adjustments not affecting all of the customers in the City may require other methods approved by the Public Services Supervisor. Any and all route and/or schedule changes shall be approved by the City, at least ten (10) days prior to the actual change in routes or schedule.

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B. Fluctuation of Refuse

The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of may fluctuate significantly as a result of storms, growing seasons, and acts of God. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes unless approved by the City Council.

C. Holidays

The following days shall be authorized holidays, **New Year's Day, Martin Luther King Day, Memorial Day, July 4th Labor Day, Veteran's Day, Thanksgiving, and Christmas Day**. If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day after said holiday, notwithstanding the provisions set forth in the RFP of bid proposal. Any additional holidays shall only be approved by the City in writing.

On days when the disposal site generally used by the Contractor is closed in commemoration of an authorized holiday (or any other holiday), the Contractor shall reschedule the collection of that day's routes for the very next business day. The Contractor shall notify customers of this rescheduling two (2) weeks in advance. Notification shall be provided through, but not be limited to, notification in a newspaper of general circulation in Edgewood and e-mail notification to the City Clerk. If the next business day of service available has other regular pick-ups they must also be completed unless agreed to by the Public Services Supervisor.

Section 4 - Bidder/Contractor Relations with City

A. Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the services to be provided by the Bidder notwithstanding in certain respects that the Contractor is bound to follow the direction of designated City officials, and the Contractor is in no respect an agent, servant or employee of the City. This Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this Contract.

B. Evaluation of Contract Performance

The Contractor's performance of this Contract shall be evaluated by the City. If at any time during the term of this Contract, performance satisfactory to the City shall not have been provided, the Contractor upon written notification by the City shall increase the force, tools and equipment as needed to perform this Contract properly. If, within twenty-four (24) hours of

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the City's notification, the Contractor shall fail to take measures to increase the force, tools and equipment as needed to perform this Contract, the City may elect to temporarily hire equipment and manpower in order to restore the level of service to an acceptable level. The City may claim reimbursement of all costs incurred hereunder from the Contractor surety and as otherwise available under law. The failure of the City to give such notification shall not relieve the Contractor of its obligation to perform the work at the time and in the manner specified by this Contract.

C. Contract Administration

To prevent misunderstanding and litigation, the City Council shall decide any and all questions which arise concerning the quality and acceptability of the services performed, the sufficiency of performance, the interpretation of Contract provisions, and the acceptable fulfillment of this Contract on the part of the Contractor; and the City Council will determine whether or not the amount, quantity, character and quality of the Work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Council shall make such explanation as may be necessary to complete, explain or make definite the provision of this contract, and such finding and conclusions shall be final and binding on both parties.

D. Inspection of Work

- a. The contractor shall provide to the City every reasonable opportunity to ascertain whether or not the work as performed is in accordance with the requirements of this Contract.
- b. The Contractor shall designate, in writing, the person to serve as its agent and daily liaison between its organization and the City.
- c. The City may appoint qualified person(s) to inspect the Contractors operations and equipment at any reasonable time, and the Contractor shall admit authorized representatives of the City to make such inspection at any reasonable time and place.

E. Taxes

The Contractor shall pay all Federal, State and local taxes and fees including, but not limited to, sales tax, social security, workers compensation, unemployment insurance, and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

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F. City not Liable for Delays

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, from, by, or on account of any delay from any cause over which the City has no control.

The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

G. Right to Require Performance – The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach or default of provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Section 5 - Quality of Service

A. Character of Workers and Equipment

The direction and supervision of solid waste collection, transportation, and disposal shall be completed by qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of operations to assure performance satisfactory to the City. All subcontractors, Superintendents, foremen, and workers employed by the Contractor shall be careful and competent. Any employee of the Contractor who acts in an improper fashion in dealing with the public shall be removed from service to the City upon receipt by the Contractor of a written request from the City.

Contractor's employees collecting solid waste will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern the removal of solid waste. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, left in an inverted position and anything spilled shall be picked up immediately by such employee.

B. Cooperation of Contractor Required

The Contractor shall cooperate with authorized personnel and representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall at all times have a competent and reliable English-speaking representative during collection hours available to the City.

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C. Office Hours

Contractor shall operate a manned complaint center which shall be open during all hours of residential collection. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of Contractor personnel during times of residential service routes.

D. Handling Complaints

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the City may be informed of the quality of service, the contractor shall furnish at a minimum one (1) designated employee with a telephone and arrange the handling of complaints in substantially the following manner. All complaints, whether received in person, by email, e-mail or telephone, shall be recorded. Complaints received before 12:00 noon each day shall be serviced before 5:00 p.m. that day. Complaints received after 12:00 noon shall be serviced before 12:00 the following business day. Complaints received on Sundays and/or holidays shall be addressed the following business day. Each complaint shall be considered legitimate unless challenged by the Contractor. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by a representative of the City and representative of the Contractor within five (5) days after submittal of such disagreement. Disputes shall be referred to the City Council and its decision shall be final. The Contractor shall maintain accurate and complete records of all notices or complaints received by the Contractor. The Contractor shall provide and utilize, in conjunction with the City, a complaint tracking system. The City will have final approval before the tracking system is implemented. The Contractor shall provide the City with a 24 hour per day mobile phone number for the contract manager.

Section 6 – Equipment

A. Type

The Contractor shall provide sufficient equipment in proper operational condition to ensure that regular schedules and routes of collection, transportation, and disposal are maintained.

B. Condition

All collection, transportation, and disposal vehicles used by the Contractor shall be good and serviceable equipment and visually acceptable in the opinion of the City at the beginning of

the Contract and throughout the duration of the contract. The City reserves the right to inspect any and all equipment during the contracted period. Upon execution of this Contract, the Contractor shall submit a list of vehicles specifying the year, make, model, capacity and its planned function within the City.

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C. Operation

The Contractor shall equip each vehicle with a means of direct communication with a central dispatch for the purpose of immediate correction of missed pickups or other problems with service, which may arise from time to time. The Contractor shall maintain a central dispatch during all residential service hours to provide information to units in the field and to dispatch units to provide service or the correction of problems. The Contractor shall also have a route supervisor on duty to resolve all issues in a timely manner.

The Contractor shall ensure that all vehicles are washed on the outside and painted or repainted as often as necessary to keep them in a neat, clean and sanitary condition. Contractor vehicles shall prominently display name and telephone number on each vehicle in lettering no less than five (5) inches. No other advertising will be placed on Contractors vehicles without express written consent of the City

D. Supplied 50 Gallon Containers for Residential Customers

It will be the responsibility of the Contractor to supply and maintain all the 50 gallon garbage receptacles (cans) and recycling containers (recycling bins) for residential customers. The Contractor shall stock, deliver, maintain and replace all 50 gallon containers for the term of the contract.

Section 7 – Working Conditions

- A. The Contractor shall comply with all applicable State and Federal laws relating to wages and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.
- B. No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of employment such as but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years of the date of service to the City shall be employed by the Contractor.
- C. The Contractor will submit information on the retention rates of personnel, training program, and safety training program.

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Section 8 – Disposal of Solid Waste and Recyclable Materials

A. Location

All solid waste, yard trash and recyclable materials collected shall be transported to a state-approved and properly-licensed disposal facility or recycling facility. The Contractor agrees to pass-through any cost increases or decreases in disposal charges for the designated facility to the customer. All changes to pass-through costs are subject to review by City for a determination of reasonableness and may be rejected by City, at City's sole discretion, if found unreasonable. For the purposes of this Bid, the fee for garbage and yard trash disposal shall be defined as the fee required by the Orange County Landfill. The City will assume no charges made by Orange County for the Contractor to use their facility. Recyclables shall consist at a minimum of all Florida State-designated recyclables. At a minimum, Contractor shall collect all recyclable materials in Exhibit 1 below for processing in a state approved recycling facility, unless authorized in bid or by the City: SEE EXHIBIT I

B. Discrete route

Service trucks shall be designated for City of Edgewood solid waste service only. Garbage, recycled materials and yard trash removed from the City of Edgewood shall not be mixed with any other garbage, recycled materials or yard trash from any other municipality, commercial establishment or agency unless authorized by the City.

Section 9 – Compliance with Laws and Regulations

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations including federal, state, county, and City laws and regulations relating to hazardous substances.

Section 10 – Insurance

The Contractor shall not commence work under this Contract until it has obtained all insurance as specified in the applicable insurance requirements. The Contractor shall not allow any subcontractor to commence work on subcontracts until after they have been approved by the City and similar insurance of the subcontractor has been obtained and approved by the City.

Section 11 – Public Records/Audits

Contractor shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. The City, or any of its duly authorized representatives, shall have access within seventy-two (72) hours after notice to such books, records,

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documents, time records and cost accounts, documents and other evidence for inspection, audit and copying. Copying of the Contractor's books shall be at the City's expense. The Contractor shall maintain and allow access to the records required under this Section for a period of five (5) years after completion of the services provided under this Agreement or at date of final payment for said services, or date of termination of this Agreement. The City may perform, or cause to have performed, an audit of the records of Contractor before or after payment to support payments. This audit shall be performed at a time mutually agreeable to Contractor and the City subsequent to the close of a Contract year. In the event any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Contractor shall refund such overpayment to the City within thirty (30) days of notice by the City of the request for the refund, and the Contractor shall pay for the cost of the audit. The Contractor agrees to fully comply with all State laws relating to public records to include, but not be limited to Chapter 119, *Florida Statutes*, and Article I, Section 24 of the Constitution of the State of Florida.

Section 12 – Indemnification

The Contractor hereby agrees to indemnify and hold harmless the City of Edgewood, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims for infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of this Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of Contractor, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which Contractor is legally responsible, in connection with, arising out of, and/or incident to the Contract or the performance of the work. The Contractor shall also indemnify and hold harmless the City of Edgewood from and against any and all claims against the City, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, made by any employee, agent, or servant of the Contractor or of subcontractor of Contractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Section 13 – Cost Adjustment

- A. Annual adjustments to rates for collection services
 - 1. On October 1, 2020 and annually on October 1, thereafter, the Collection component of the Rates may be adjusted to reflect any changes in the costs of Collection during

Request for Proposal
Residential & Commercial Solid Waste Collection Services
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the previous Agreement year due to inflation or deflation. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the City on or before June 1 of the Agreement Year for which the adjustment is sought and include a copy of the Garbage & Trash Index used as the basis for the adjustment. The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this section.

The adjustment to the Collection portion of the Rates in Residential & Commercial Accounts shall be based on the changes in the Garbage and Trash Consumer Price Index, as applicable, during the previous Agreement Year. The adjustments shall reflect the percentage change in the Garbage and Trash CPI, measured from April 1 in the previous calendar year to March 31 of the calendar year in which the adjustment will occur. If the Garbage and Trash CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

2. The disposal component is a pass-through cost in this contract to the designated disposal facility. Any rate decrease at the designated disposal facility shall be automatically adjusted down with corresponding monthly disposal cost. Any disposal rate increase shall take place on October 1 of each year or with the approval of the City Council. The Contractor may not request a change in the disposal cost component without a ten (10%) percent rate of increase that will last for more than one (1) year.

3. The Contractor may petition the City for an unusual cost(s) rate adjustment, based on unusual changes in its cost of doing business. Any petition for a rate adjustment for unusual costs must be based upon extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Any rate adjustment must be approved through a written amendment to the contract and will take effect at the beginning of each fiscal year for the City (October 1). The Contractor request shall contain substantial proof and proper justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) day of receipt of the request and all other additional information required by the City. Unusual cost adjustments shall be specific to only the component(s) that is

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requested and approved. Unusual cost adjustment requests shall exclude fuel and disposal adjustments.

If any extraordinary and unusual changes in the costs of operations occur that reduce the Contractor's cost, these changes shall entitle the City to receive a residential unit rate decrease equal to fifty (50%) percent of the savings realized by the contractor.

Section 14 – Renewal of Contract

Upon agreement by both parties, this Contract may be renewed for up to three (3) additional five (5) year periods. In such event, a renewal contract must be executed at least one hundred twenty (120) days prior to the end of the contract term that is current at that time. Additional renewal periods may thereafter be approved by the parties with durations subject to mutual agreement of the Parties.

Section 15 – Assignment of Contract

Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of City Council. Consent may be withheld for any reason. In the event Contractor is a corporation, partnership or other equal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the City. A change of legal control includes, but is not limited to, a transfer of the ownership of over 20% of the Contractor or any person or entity owning a 20% or greater interest, direct or indirect, in the Contractor.

Section 16 – Interpretation, Venue, Remedies Attorney's Fees

The Contract shall be governed by the laws of the State of Florida and, where applicable, Federal law. Venue for any and all legal actions arising out of the Contract shall be in the state or federal courts of Orange County, Florida. The Contract shall be interpreted according to the laws of Florida.

No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Waiver of a default shall not be deemed to be a waiver of any subsequent defaults. In any action brought by either party to construe or enforce any provision of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.

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EXHIBIT I
MINIMUM ACCEPTABLE SINGLE STREAM RECYCLING MATERIALS

Steel and Tin Cans. Includes steel and tin cans and empty aerosol cans.

Aluminum. Includes aluminum beverage containers, aluminum foil and aluminum pie plates.

Glass. Clear (flint), brown (amber) and green, blue food and beverage jars and bottles. Paper labels, rings and lids on glass containers are acceptable.

PET Plastic Bottles (SPI code No. 1). PET containers, such as beverage bottles, dishwashing soap bottles, shampoo bottles and similar items.

HDPE Plastic Bottles (SPI code No. 2). Blow molded, closed mouth natural and colored HDPE containers generally consisting of plastic milk jugs, water bottles, detergent bottles and similar items. Paper labels are acceptable. Rinsed containers that may have held toxic or contaminated materials are acceptable.

Preparation: Residents shall be asked to rinse the items and remove organics, other contents, labels, lids and plastic caps, but there is no requirement for these to be removed from Recyclable Containers. Inclusion of organics, caps, lid, labels and other contents shall not be reason for rejection.

Recyclable Paper consists of the following materials;

All loose or paper bagged newsprint is acceptable and includes all paper that is distributed with or as part of general circulation newspapers.

All loose old corrugated containers that are flattened and either cut down or folded to size, no more than 4' x 4' flattened and 2' x 2' square. Staples and tape do not have to be removed.

Brown Paper Bags. All loose or bagged Kraft paper sacks used to hold newspaper.

Telephone Books. Old telephone directories.

Magazines. Old magazines including catalogs and similar printed material with glossy pages

Paperboard. Cereal boxes (without plastic liner), drink boxes, snack boxes, etc. Wax-coated paperboard is acceptable.

Mixed Residential Paper. Mixed paper, including shredded paper, may include all of the following: junk mail, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper,

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cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper, loose leaf fillers, stationery, writing paper, and manila folders.

Items NOT Accepted for Single Stream Recycling:

Plastic bags

Plastic tubs

Garbage

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**EXHIBIT II LIQUIDATED
DAMAGES**

Should the Contractor fail to perform in accordance with the provisions of the Contract the City shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor, or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

In the event legitimate complaints, as determined by the City, shall exceed thirty (30) complaints by residential Customers within the service area served by the Contractor during any City Fiscal Year, or five (5) complaints by residential Customers billed by City within the service area as specified, during any one calendar month, the City shall charge Contractor \$100.00 per incident as liquidated damages for those actions related to service, including but not limited to:

1. Co-mingling residential Garbage with Yard Trash and/or Recyclable Materials.
2. Damaged container not replaced within seven days, (48) hours for residential.
3. Throwing of Garbage receptacles or recycling bins.
5. Failure to repair damage to Customer property within (48) hours.
6. Failure to collect Garbage, Yard Trash, or Recyclable Materials on two consecutive scheduled days.
7. Failure to report damage to ROWs, utilities or equipment not owned by the contractor.

The City may charge Contractor \$100.00 per day as liquidated damages for the following infractions of this Contract without regard to the number of Customer complaints:

1. Failure to provide clean, safe, sanitary equipment.
2. Failure to maintain office hours as required.
3. Operator not licensed.
4. Failure to provide documents and reports in a timely and accurate manner.
5. Failure to cover materials on Collection vehicle(s).
6. Collection employees out of uniform.
7. Name and phone number not displayed on equipment or containers.
8. Not providing schedule and route maps on a timely basis.

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9. Speeding upon conviction.
10. Using improper truck to service commercial or residential Customer.
11. Performing residential Collection at different hours than prescribed herein.
12. Failure to clean spillage at time of occurrence.

Changing routes without the proper notification will result in a charge of \$1,000.00 per incident as liquidated damages.

Failure to deliver Solid Waste to a Disposal Facility will result in a charge of \$1,000.00 as liquidated damages. A third offense will result in termination of the Contract.

Failure to complete a route on the regular scheduled pick-up day will result in a charge of \$1,000.00 as liquidated damages for each route per day not completed.

In the event the Contractor wishes to contest any charge of liquidated damages, Contractor shall, within five (5) days after receipt of notice of such charges, request in writing an opportunity to be heard by the City Council and present its defenses at the next regular City Council meeting. The City shall notify the Contractor in writing of any action taken with respect to the Contractor's claims and the decision of the City will be final.

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2. List the contracts in the last three (3) years which fall into the categories listed previously in Question Number 1. Contract Work shall be within Florida and comparable to current service provided to City. List the contracts shown in categories a, b and c of Question Number 1 first. If space permits, list the remaining contracts chronologically.

Contract Owner, City, County, etc. (Contact Person Name and Telephone Number)	Name of Contract or Service Agreement	Contract Amount of Gross Annual Revenue	Enter Letter of #1

3. For each contract listed above, provide a brief description of the service provided and your Firm's responsibilities. (Use a separate sheet if required).

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4. Describe the organizational structure under which you will manage the services outlined in this RFP process. This should include, but not be limited to, the persons responsible for the following areas of performance: direct supervision, overall project management, personnel, equipment maintenance and acquisition, training, safety, risk management, financial management, customer service, and community relations. Describe the experience of, or include resumes for, persons in these positions. This organizational structure should address all services associated with this Request For Proposal. It should also define the strategy by which the recyclable materials will be processed and marketed.

5. List the major equipment to be used for these services. The information provided must demonstrate that the equipment will meet the requirements of the various alternatives listed in the RFP. The information shall include such information as the model, age, whether leased or owned, capacity (if loads are combined for long haul as well), quantity payloads (both in weight and length), and a general description of how the equipment will interface during operations. This information should include a detailed description of equipment to be used in the processing and marketing of the recyclable materials.

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5a. Describe the proposed equipment and operational plans that will be employed to minimize odor, noise, and air pollution and to enhance safety within the City of Edgewood.

5b. Describe the schedule to be followed to maintain the equipment in a clean and sanitary condition and the schedule for cleaning vehicles.

5c. Describe the procedure to be followed to address yard waste within the City of Edgewood. Specifically, what variations or allowances will be made for yard waste that does not meet the specifications of this contract? How will residents be notified of their non-compliance with the City specifications for yard waste?

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5d. Describe the procedure for scheduling garbage and recycling services for City Facilities and City sponsored events.

6. Describe the backup transport system that would be used if the primary system is incapacitated. What corporate resources could be drawn from to meet the terms of the contract?

7. Describe the staffing plan to be put into place to service the City of Edgewood with special attention to operational and customer service support.

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8. The City is committed to being a “Green Local Government” and taking every reasonable step to become more environmentally conscientious. To this effort, the City wishes to increase recycling efforts throughout the City. Please describe the type(s) of program(s) that would be offered for residential recycling, to encourage increased recycling City wide. Also, please state the preferred method (by use of carts) for increasing recycling and explain why it is preferred.

8a. As stated in question 8, the City is committed to being a “Green Local Government” and is taking reasonable steps to implement sustainable practices. Accordingly, the City wishes to contract with a solid waste hauler who utilizes and implements sustainable solid waste practices. Please describe the types(s) of program(s) and/or operations that would be offered to residential customers to move towards sustainable solid waste management practices?

8b. Please describe what your company does to offset or address the carbon footprint created by solid waste operations and/or equipment.

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FEE PROPOSAL – FORM B
Residential Solid Waste and Recyclable Material Collection Services
 (Base Bid Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Item – Please bid comparable to current level of service

Residential Service Collection Components

- *Twice a week solid waste collection, transportation and disposal
 (not to exceed two 50 gallons/50 Lbs) (Current service provided on Monday & Thursday)
- *Once per week recycling
 (single stream with supplied 19 gallon bin/cart)
- *Once a week Yard Trash (2 cubic yard limit)
- *White goods, furniture, misc as a special charge pickup
- *Bulk collection as a special charge pickup

Monthly Unit Cost

Disposal \$ _____ (Includes yard waste)

Collection \$ _____ (Included yard waste)

Recyclable Collection \$ _____

Total Monthly Cost per Residential Unit \$ _____

(Alternative Bid - Billing) \$ _____ Total
Monthly Cost per Residential Unit \$ _____ including
residential billing

White goods/furniture, etc. per item \$ _____ Bulk

yard trash collection per yard \$ _____

Any additional proposals and cost or savings for improving residential recycling:

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Commercial Solid Waste Collection Services
 (Base Bid Tabulation Sheet)
(6-year 8 months fixed rate for all commercial collection)

Solid Waste (small volume)

Number of Containers	Weekly Pick-ups	Monthly Charge
One	2	\$
Two	2	\$
Three	2	\$
Four	2	\$
Five	2	\$

This base bid includes supply of 50 gallon cans by commercial customer.

Recycling Option for Commercial using 19-gallon bin/cart to be provided by customer.

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	\$
Two	1	\$
Three	1	\$
Four	1	\$
Five	1	\$

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Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)

All commercial accounts below are bid on a per cubic yard basis. Commercial accounts may include multi-family residences services by mechanically emptied containers.

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Two (2) Yard	1	\$
Two (2) Yard	2	\$
Two (2) Yard	3	\$
Two (2) Yard	4	\$
Two (2) Yard	5	\$
Two (2) Yard	6	\$

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Four (4) Yard	1	\$
Four (4) Yard	2	\$
Four (4) Yard	3	\$
Four (4) Yard	4	\$
Four (4) Yard	5	\$
Four (4) Yard	6	\$

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yard	1	\$
Six (6) Yard	2	\$
Six (6) Yard	3	\$
Six (6) Yard	4	\$
Six (6) Yard	5	\$
Six (6) Yard	6	\$

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Eight (8) Yard	1	\$
Eight (8) Yard	2	\$
Eight (8) Yard	3	\$
Eight (8) Yard	4	\$
Eight (8) Yard	5	\$
Eight (8) Yard	6	\$

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Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/Unlocking, Special Handling)

1. _Extra Dumpster Pickup On Route = _____
2. _Extra Dumpster Pickup Off Route = _____
3. _____
4. _____
5. _____
6. _____
7. _____

Present Approximate Commercial Volume

The order of magnitude information below to assist in bid development. The City does not guarantee the number of customers, individual requirements, and actual volume of waste to be handled.

<u>Type Container</u>	<u>Size Container (Yards)</u>	<u>Times Per week Service</u>	<u>Quantity</u>
Commercial Hand Stop	1	1	1
Commercial Hand Stop	2	2	52
Front Load	2	1	38
Front Load	2	2	4
Front Load	3	1	1
Front Load Compactor	4	1	1
Front Load	4	1	17
Front Load	4	2	3
Front Load	6	1	17
Front Load	6	2	8
Front Load	6	3	3
Front Load	8	1	7
Front Load	8	2	7
Front Load	8	3	6

Request for Proposal
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Residential Solid Waste and Recyclable Material Collection Services
(Alternate 1 Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Items

Residential Service Collection Components

- *Once a week solid waste collection, transportation and disposal
- *Once per week recycling
(single stream with supplied 19 gallon bin/cart)
- *Once a week Yard Trash (2 cubic yard limit)
- *White goods, furniture, misc. as a special charge pickup
- *Bulk collection as a special charge pickup

Monthly Unit Cost

Disposal	\$ _____ (Includes yard waste)
Collection	\$ _____ (Includes yard waste)
Recyclable Collection	\$ _____
Total Monthly Cost per Residential Unit	\$ _____
(Alternative Bid - Billing)	\$ _____
Total Monthly Cost per Residential Unit including residential billing	\$ _____
White goods/furniture, etc. per item	\$ _____
Bulk yard trash collection per yard	\$ _____

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EMERGENCY EVENT CLEANUP INFORMATION

Identify what additional resources would be available to the City.

Provide today's rate schedules for equipment and personnel. (Attach available inventory and personnel sheets)

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REFERENCE LISTING FORM
FORM - C

List a minimum of 5 references for similar projects in size/nature and contracts, preferably governmental, which you have completed within the past 3 years. Prefer references close to the City of Edgewood, Florida location in the event a site visit is in order.

1 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(____) _____ FAX:(____) _____
CONTACT NAME: _____ DATE
OF COMPLETION OF PROJECT: _____ ORIGINAL
AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

2 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(____) _____ FAX:(____) _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

3 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(____) _____ FAX:(____) _____ CONTACT
NAME: _____ DATE OF
COMPLETION OF PROJECT: _____ ORIGINAL
AMOUNT OF PROJECT: \$ _____ ENDING
AMOUNT OF PROJECT: \$ _____

4 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(____) _____ FAX:(____) _____
CONTACT NAME: _____

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DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

5 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(____) _____ FAX:(____) _____ CONTACT
NAME: _____ DATE OF
COMPLETION OF PROJECT: _____ ORIGINAL
AMOUNT OF PROJECT: \$ _____ ENDING
AMOUNT OF PROJECT: \$ _____

My company has been in this type of business for _____ years
State License Number: _____ expires: _____

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ADDENDUM ACKNOWLEDGEMENT
FORM - D

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print/type name as signed above): _____

DATE: _____

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NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT
FORM - E

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____
Title Firm/Company

The respondent that has submitted the attached response.

- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officer, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Edgewood, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)

any Professional Liability coverage. Professional Liability insurance is to be in the amount of \$1,000,000.00. bid consideration will be given to the evidence of these insurance overages. All insurance are to be project specific to this contract, not general umbrella insurance.

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**EXCEPTION SECTION
FORM – F**

Any exception to the technical specifications contained herein must be clearly identified in this section. Descriptions must include a clear explanation of the proposal exceptions and include a reference to the page/section to which the exception is related.

SIGNATURE SHEET

FORM -G

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor, materials, equipment and supplies as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL _____

AUTHORIZED
SIGNATURE _____

PRINT NAME _____

DATE _____

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DRUG FREE WORKPLACE FORM
FORM H

The undersigned bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)

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STATEMENT OF NO BID

FORM I

CITY OF EDGEWOOD
405 Bagshaw Way
EDGEWOOD, FL 32809

We, the undersigned, have declined to bid on your Bid Number BID 2020-01 Solid Waste, Yard Waste, Recycling, Commercial Collection, and Construction & Demolition Roll-Off Dumpster Services for the following reason(s):

- _____ We do not offer this service/product.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Other _____

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of City of Edgewood.

Company Name _____

By _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

Toll Free Number _____

FAX Number _____

Email _____

Date _____

Request for Proposal
Residential & Commercial Solid Waste Collection Services

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SUMMATION OF INSURANCE REQUIREMENTS
BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Edgewood, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Contractor. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Edgewood as additional insured. It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Edgewood for liability arising out of the operations of this agreement."

Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Contractor's self-insured retentions shall be disclosed to the City and may be disapproved by the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Edgewood, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor's employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Contractor under the article entitled **INDEMNIFICATION**.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
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Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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The liability limits shall not be less than:

Bodily Injury and Property Damage	\$300,000 Single limit each occurrence
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Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance. The City shall be notified at least 30 days in advance of cancellation, nonrenewal or any other adverse change in coverage by the insurance carrier and/or the Contractor.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance forms and endorsements, or mutually agree to a place, time, and location where the City can review the policies if needed.

For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage. Except that said indication of the amounts of claims payments provided to the City shall not include the actual settlement agreements or identify the parties thereto to protect the confidentiality of settlement agreements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.